

REQUEST FOR PROPOSAL

CITY OF MILPITAS

MAIN SEWAGE PUMP STATION

SUBMITTAL: **Six (6) Copies Must Be Received on or Before 10AM Friday June 3, 2005**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE
SHALL BE RETURNED UNOPENED TO THE PROPOSER**

Addressed To: **GREG ARMENDARIZ, CITY ENGINEER
CAPITAL IMPROVEMENTS PROGRAM
1st FLOOR PUBLIC SERVICE INFORMATION COUNTER
455 EAST CALAVERAS BOULEVARD
MILPITAS, CA 95035**

Mark Envelope: **“PROPOSAL- NEW MAIN SEWAGE PUMP STATION”**

May 16, 2004

TO: PROSPECTIVE CONSULTANTS

SUBJECT: REQUEST FOR PROPOSALS (RFP) TO PROVIDE ENGINEERING AND DESIGN SERVICES FOR THE NEW MAIN SEWAGE PUMP STATION

Dear Consultant:

The City of Milpitas is seeking proposals for the professional services from qualified Engineering Consultants for design, analysis, preparation of construction plans and specifications, construction support services, and other services related to the replacement of an existing sewage pump station.

Consultant will be expected to provide complete, professional, high quality services and products, to consult City personnel, and others who are involved with the project and to provide the expertise, guidance, and assistance in accomplishing the work.

GENERAL

Main Pump Station Replacement

This project involves design of a new pump station at the existing City of Milpitas waste water treatment plant (demolished) located at 1425 North McCarthy Blvd, City of Milpitas. The existing pump station, in use, is located in the southeast quadrant of this site. The City's tentative desired location for the new pump station would be just west of the existing one keeping the existing in service during construction and then abandon it after the new pump station is operational.

The City would like to explore the possibility to modify or remove the 90-degree flow control structure and add grinder capacity to the system within this new design. This would include hydraulic modeling of the inflow pipeline and structures to substantiate this work.

The new pump station and control building design will need to permit future expansion. It shall be designed and built to handle current, and short and mid term high capacity needs. Expansion capabilities shall be available without major structural changes to add more capacity as the City builds out.

The new pump station controls must also be designed to meet both current and future needs with out complete replacement. The City would like to take advantage of current state of the art control equipment including Programmable Logic Controls and variable speed drives and also future provisions for the ability of remote viewing and operation of the facility.

PRELIMINARY TIMELINE

Main Sewage Pump Station Design

Complete RFP	May 17, 2005 to June 3, 2005
Site Walk (Mandatory)	May 23, 2005 @ 9:30 am
RFP Due	June 3, 2005 @ 10 am
Consultant Interviews	June 10 – 16, 2005
City Council approval	June 21, 2005
Notice to proceed	June 30, 2005
Functionality and Operation Report	July 30, 2005
30 % Design Package Due	August 24, 2005
60% Design Package Due	October 26, 2005
90 % Design Package Due	December 21, 2005
100% Design Package Due	March 1, 2006
Complete Bid Package	March 2006
Out to Bid	March 2006
Bid Period	April 2006
Construction	May 2006 - June 2007

BACKGROUND

City of Milpitas - The City has a population of approximately 65,000 and is located in the Silicon Valley, between the cities of San Jose and Fremont. Growth was experienced immediately after incorporation in 1954, when the population was 825. As the population has grown, it has become more diverse. Today, with the current housing market expansion, the City needs to have an updated pump station with expansion capabilities to keep up with the population growth.

Available studies

Other information is available on line at www.ci.milpitas.gov including a public folder with information for the new Main Sewage Pump Station Project, Other information is also available including streaming video of past City Council presentations, and other general information. Below is a list of information related to the new Main Sewage Pump Station Project

- Main Pump Station Evaluation report, Kennedy / Jenks Consultants, January 2005

- Vibration Analysis report, December 2000 by JAC Engineering Assoc. for Kennedy Jenks Consultants
- Carollo Memo Dated May 2000
- Computer Modeling results April 2, 2002
- Lowney soils report dated 5/24/04
- West Yost Demolition plans dated 8/6/04
- RMC Sewer Master Plan Revision dated 8/2004
- RMC Technical Memorandum dated 12/10/04

SCOPE OF SERVICES

The professional services will consist of full Engineering and design services including all phases of design preliminary review and assessment, hydraulic analysis, and refinement of a new Main Sewage Pump Station. Preparation of a functionality and proposed design operations report, schematic design, design development, construction documents, Title 24 studies, flow capacity analysis, site analysis and infrastructure assessment geotechnical, soils sampling and testing, dewatering analysis and sampling and testing, surveying, seismic, noise and vibration analysis, odor control, Mechanical/ Pumps/ Control / Building Commissioning Services as well as other related studies and reports required for approval and permitting of the project. The Consultant shall provide the services for all necessary design and engineering disciplines including, without limitation mechanical, electrical, plumbing, fire protection, communications, data and technology, security, structural, soils, geology, landscape architecture, and civil engineering. The construction documents shall be complete and fully integrated to allow for construction bidding in accordance with the public contracting codes.

Engineering and design support services for bidding, construction and post-construction, shall also be required. A complete description of the Scope and deliverables is included in Exhibit "A" Scope of Consultant Duties and Services in the attached sample Main Sewage Pump Station Agreement.

Extra Services:

Consultant is being asked to provide an option or add to the contract to procure and utilize "Constructware" project management software for themselves and their subconsultants during the design and construction phases of the project. This would be integrate with City's Project Manager and other support personal.

The consultant may be requested to provide as an extra service, specialty services or retain specialty consultants for the following services.

- Preparation of Permit Applications and Supporting Documentation for Regulatory Compliance Not Listed in Article III of this RFP.

INQUIRES:

Direct questions or clarifications on this project's technical components to Tom Yousch, City of Milpitas Capital Improvements Projects, (phone 408 586 3410, Fax 408 586-3624, e-mail tyousch@ci.milpitas.ca.gov). All question shall be in writing and responses will be in writing and posted on website in public folder for this RFP

For questions or clarifications on proposal submittal requirements or the consultant selection process please contact Tom Yousch at the same information listed above.

Preliminary Summary of Pump Station Amenities:

Subject: MAIN SEWAGE PUMP STATION

Main Sewage Pump Station design intent/purpose - The new Main Sewage pump Station, shall be designed and constructed, to be efficient, and of sufficient size to accommodate the needs of the community. The pump station's design will be efficient for the user, provide the temporary high capacity when needed and be designed for ease of future expansion without major structural changes. It shall also provide a facility that can be reasonably operated and maintained within a modest budget. The Main Sewage Pump Station will provide excellent design of the following elements: energy conservation, odor control, vibration isolation, technology, security and a safe working environment.

SELECTION PROCESS:

The Consultant must comply with the following eligibility requirements:

- The Principal Engineer and Project Engineers work location must be approximately within an hour's travel time of the project site. Preference is given to local business because no reimbursement is allowed for travel time, meal and/or accommodations.
- The consultants' key personnel identified in the proposal shall be dedicated to the project for the entire duration. The City shall allow substitutions only in the event the employee leaves the firm, or is otherwise unable to perform the job duties;
- Consultant shall be capable of producing construction drawings in AutoCAD version 2004 format and preparing or converting specifications to Windows Microsoft Word version 2000;
- Consultant shall provide an option in proposal price to become proficient and utilize the City's project management software, Constructware. The Consultant shall include in option to purchase the required number of software licenses and training as required for Consultants' staff and subconsultants to provide the required level of service to the City.
- Consultant must perform a minimum of 51% of the dollar value of the design contract;
- Consultant shall have successfully completed at least one project involving a similar sized sewage pump station in the last 3 years..
- Consultant shall agree to execute the Main Sewage Pump Station Agreement (attached) for these consultant services. This agreement contains indemnification provisions that require the consultant to indemnify and hold harmless the City against any and all liability, as indicated in the draft consulting services agreement.

The following is the selection process to be used for determination of the most qualified consultant for this project:

1. The City will review and rank the written proposals, based upon the following:
 - the overall experience of the firm, project manager/ engineer and project team, and unique qualifications
 - record of successful similar work performed for other cities/public agencies by the project manager/ engineer and project team.
 - other factors that may distract the expertise of the firm.
 - completeness and responsiveness to this RFP.

Based on this review, and verification of written proposal materials submitted, the Consultant Review Board, which may consist of City staff and outside agency representatives, will develop a short list of the top Consultants, who can continue with the selection process. Those consultants not included in the shortlist will be notified in writing by the City and no further consideration of their proposals will be made.

2. Those Consultants who succeed in ranking high enough to make the short-list, will be notified by phone and fax, with a scheduled time for their interview (see schedule below.) The interview may be videotaped.
3. Based upon this first interview, the highest-ranking consultants will be selected. The total time allowed for the interview may be between 40 to 60 minutes. The interviews may be videotaped.
4. A consultants' final placement on the list will be based on the rating of the selection committee and completion of satisfactory reference checks. The selection committee may make a recommendation to the City Council, which shall make a final determination and approval of the consultant selected. The selected consultant is expected to execute the Project Agreement within two weeks of written award notification. The City expects to have the selected Consultant and their team on board, ready to commence the work, in July 1, 2005.

PROPOSAL REQUIREMENTS:

Consultants choosing to respond to this RFP are required to submit all of the information outlined in this section and Attachment A, Project Scope and Phasing. Firms must indicate their willingness to execute the Main Sewage Pump Station Agreement (Attachment C). Consultant must submit any requested changes to the Agreement with the RFP response. The City reserves as its sole right to accept, reject, or modify any requested revisions. The City shall not consider any revisions to the Agreement requested by the Consultant after submission of the proposal. However, the City reserves the right to modify and refine the scope of work, prior to execution of the contract.

In addition, interested Consultants are encouraged to submit any additional information available that demonstrates any distinctive qualities of their firm or team, that positions them to be uniquely qualified for this opportunity.

To be responsive to this RFP, proposals shall be submitted in *two separate packages*, and specifically address all the information described as follows:

Proposal Package #1:

The proposal shall be bound with tabs identifying each section. The body of this statement (sections 1 through 4), shall not exceed 25 pages. Resumes for the proposed project team and subconsultants shall be provided in the appendix (Section 5).

The following information must be provided in the proposal so that the City may review your firm's qualifications and approach to this type of project:

Section 1. Project Team and Qualifications

- The names and addresses of the Engineering Consultant and subconsultant firms on the team. Provide an organization chart of your proposed project team.
- The name and unique qualifications of the Project Engineer (individual responsible for the day-to-day design and management of the Project) and how long this individual has worked with the proposed project team (staff and subconsultants.)

- Experience of the Consultant and team in providing the requested scope of services, specifically referencing governmental type projects that are similar in size, type and scope to this project. Include the date of the project, project budget, contact person and phone number of that person who can provide information regarding the Consultant's work.
- A listing of projects and references for projects that the Consultant believes would address their qualifications for this assignment. Limit references to 5 projects including those requested in the item above (and exclude references over 10 years old.) Include a matrix of these similar projects showing comparison of: 1) final construction cost with client's budget; 2) Consultant's estimate; and 3) actual bid price of construction contract.
- A listing and brief description (1 Paragraph) of the Consultant's current projects, status and time of completion.
- Provide names and qualifications of other key personnel, including subconsultants, to be used on this project, and their capacity or role, including applicable descriptions and dates of similar work these persons have been directly involved with. Include specifics about the duties performed.
- A list of pending or completed litigation within the past five years related to the Consultant's, or subconsultants work related to services performed by the Consultant or its subconsultants.
- Consultant shall provide a statement indicating the Main Sewage Pump Station Agreement has been reviewed and if selected by the City, the Consultant shall execute this agreement and begin work immediately.

Section 2. Project Understanding and Challenges

- This section shall define the Consultant's understanding of the proposed draft scope of work, at a minimum, and shall describe the work proposed by the consultant; The consultant is encouraged to review the draft scope of work as a minimum level of commitment, and revise, refine or recommend additional or optional scope of work for consideration. Particularly indicate revisions to the draft scope of work that illuminate the consultant's understanding and experience in performing similar work.
- Describe anticipated challenges that may prevent completion within the timeframe set forth in this RFP and proposed strategies to address these challenges.

Section 3. Project Management

- Describe your firm's project management and cost control system, which you propose to use for your project team and subconsultants, to maintain the project schedule and budget.
- Define your firm's Quality Assurance/Control Program and what measures you will take to delivery a high quality project to the City.

Section 4. Project Work Plan

- Describe your firm's technical work plan for this project. This description should include but not be limited to:
 - A brief narrative of the technical approach to be followed and the quality assurance program to be used;
 - A detailed work plan outlining the proposed work steps for each of the major tasks;
 - Provide a detailed time commitment (schedule) for completion of each of the various phases and major tasks, and completion date of the construction documents. Allow sufficient time for City reviews comments and plan revisions (typically 2 weeks).

Section 5 Appendix

- Provide resumes for all project team members.

Five complete copies of the proposal must be furnished. Failure to comply with these requirements may be cause for a firm's proposal to be considered non-responsive; and therefore be rejected. The City reserves the right to waive any minor proposal irregularities.

Proposal Package #2:

The Consultant shall submit a fee proposal in a separate sealed envelope. This fee proposal shall be submitted to the City Clerk's office and will not be opened until the Consultant ranking and selection has been made. Fee proposals should be detailed by phase of work and by subconsultant. Should the fee be higher than budgeted, the City reserves the right to either negotiate these fees, or consider the next qualified consultant whose proposal is within the City's budget. Fee proposals shall not be public records except for the fee proposal for the contract recommended for award by the City.

The City reserves the right to adjust the scope of work and associated fees prior to execution of the contract. The City also reserves the right to amend the contract or terminate the contract.

**Submit Proposal packets no later than 10am on June 3, 2005,
at the 1st Floor Public Service Information Counter, Milpitas City Hall.**

Address packets as follows:

Main Sewage Pump Station Proposal packet #1- Sections 1 thru 5

*City of Milpitas
City Engineer's Office, 1st Floor Public Service Information Counter, City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035-5411
Attention: Greg Armendariz, City Engineer*

Main Sewage Pump Station Proposal packet #2- Fee proposal

*City of Milpitas
City Clerk's Office, 1st Floor Public Service Information Counter, City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035-5411
Attention: City Clerk*

Note: Proposals received after the specified time and date will not be accepted.

If you have any questions or desire additional information, contact Tom Yousch, Capital Improvement Program, at (408) 586-3410 or email (tyousch@ci.milpitas.ca.gov).

Sincerely,

Greg Armendariz
City Engineer

ATTACHMENTS:

- I. SAMPLE MAIN SEWAGE PUMP STATION AGREEMENT and Exhibit A - SCOPE OF CONSULTANT DUTIES AND SERVICES

SCOPE OF CONSULTANT'S DUTIES AND SERVICES

CONSULTANT shall perform professional services related to the pre-design, site planning, conceptual design; Functionality and Operation Report; design development; construction documents; bidding and award, construction

Architectural support, project closeout and warranty period, for the New Main Sewage Pump Station to be located at 1425 North McCarthy Blvd, in the City of Milpitas, California, ("PROJECT"). Consultant shall provide complete, professional, high quality services and products. Consultant shall also provide consultation to City staff, City Council and others who are involved with the Project and shall provide expertise, guidance, advice and assistance in completion of the Project.

SECTION 1 GENERAL:

The PROJECT will include the design of a New Main Sewage Pump Station for the City of Milpitas. The approximate volume of the Existing Pump Station is aprox.12 mgd. The approximate anticipated of the New Main Sewage Pump Station is 20 mgd with provision for high volume peaks and provisions for future expansion. Refinements during the Conceptual Design phase of this agreement will allow determination of the exact size.

The CITY'S Project staff (PROJECT MANAGER) shall manage the design of this PROJECT and performance under this AGREEMENT. CONSULTANT shall receive final direction from the PROJECT MANAGER or authorized designee only. The Project Manager shall resolve any conflicting direction from other groups, departments or agencies.

Whether described in more detail below or not, Consultant shall perform all work necessary to complete the design and the Project. Consultant will provide a 100% complete design that shows all construction work and all details so that the design will permit accurate bids and no change orders will be necessary during construction due to defects, errors, or omissions in the design.

All of the services to be performed by the CONSULTANT under this AGREEMENT from the inception of the AGREEMENT until termination of the AGREEMENT shall meet the professional standards and quality described in the AGREEMENT. The design prepared by CONSULTANT shall provide for a completed PROJECT that conforms to all applicable codes, rules, regulations and, guidelines or applicable official interpretations thereof that are in force at the time such documentation is prepared, including but not limited to ADA requirements and State and local building code requirements.

A) General Performance Requirements:

1. CONSULTANT shall coordinate this scope of all services with the CITY and CITY'S separate consultants and contractors as needed and as directed by CITY.
2. CONSULTANT and the CITY recognize the importance of the need to maintain the Project Architect, throughout the entire duration of services. Should the Project Manager/ Engineer not be available for any period longer than 5 working days, the CONSULTANT shall notify the City and provide the City with the services of a more senior project Manager / Engineer during the absence of the Project Manager/ Engineer. This is of utmost importance during the construction phase. If the CONSULTANT does not fulfill the requirements of this provision, the CONSULTANT agrees to pay to the City liquidated damages of \$1,000 per day that CONSULTANT breaches this provision.
3. The schedule for the performance of the CONSULTANT' S services included in EXHIBIT B may be adjusted as the PROJECT proceeds by mutual agreement. CONSULTANT shall manage the CONSULTANT'S services, manage its SUBCONSULTANTS and administer the Project. CONSULTANT shall consult with the CITY, research applicable design criteria, communicate with members of the Project Team, and issue biweekly progress reports or as otherwise directed by the CITY.
4. CONSULTANT shall prepare, and periodically update, a Project schedule for the CITY'S review. The Project schedule shall identify milestones, dates for decisions required of the CITY, design services furnished by the CONSULTANT and the CONSULTANT'S SUB-CONSULTANTS, dates of reviews and approvals required by all governmental agencies that have jurisdiction over the Project, deliverables to be furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and substantial completion of the Work. The schedule shall include adequate periods of time for review and consideration by City. The project schedule shall include these milestone dates:
 - Functionality and proposed design operations report shall be completed by July 30,2005
 - 30% shall be completed by August 24, 2005;
 - 60% shall be completed by October 26, 2005;
 - 90% shall be completed by December 21, 2005
 - 100% shall be completed by March 1, 2005;
 - Other milestones pertinent to the completion of the project.
5. CONSULTANT shall submit design documents to the CITY for purposes of review and evaluation by the CITY at the end of the Functionality and Proposed Design Operations Report, 30% and 60% Design Development and 100% Construction Document phases. CONSULTANT shall address all comments provided by the City and make revisions as required by the CITY for each task in a timely manner. In responding to review comments and revising the design documents CONSULTANT shall review, coordinate and address all associated consequences of

the revisions to maintain the integrity of the documents and the design intent. Submittals that have not addressed prior review comments will either be accepted as an intermediate submittal, not having satisfied the milestone, or may be rejected, until the submittal addresses the prior review comments.

6. CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
7. CONSULTANT shall provide the City with information and recommendations on the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.
8. Upon request of the CITY, CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.
9. CONSULTANT shall identify any site-related discrepancies from survey reports and other site reports that might affect the Project.
10. CONSULTANT shall prepare team Organizational meetings to introduce team members, to establish Project communication, and to discuss the participants' roles, responsibilities, and authority.
11. CONSULTANT shall meet with the Engineering and Operation and Maintenance departments, prior to the start of Functionality and Proposed Design Operations Report, design development and construction document phases, in order to review operational needs and approval requirements.
12. The Consultant shall be responsible for reviewing, coordinating, integrating and preparing all construction documents of all Sub-Consultants (such as the structural engineer, mechanical engineer, electrical engineer, civil engineer and other appropriate consultants), obtaining the stamp and signature on the plans of those consultants and incorporating into each set of plans and each submittal to the City's Engineering Division those plans, calculations, reports and other documents prepared by Sub-Consultants. Plans, which are prepared by Sub-Consultants and not incorporated into sets of complete plans, will not be accepted by the City's Engineering Department and will not satisfy achievement of the milestone.
13. CONSULTANT shall fulfill all of the design requirements of the County of Santa Clara Environmental Health and Conceptual Design for the Main Sewage Pump Station.
14. Consultant shall provide design coordination of but not limited to structural systems, mechanical, HVAC, plumbing, data/voice raceway, electrical, lighting, telecommunications, alarm, and other systems, for proper location, clearance and space requirements, in order to eliminate conflicts between these systems.
15. CONSULTANT shall design and detail all aspects of the project as their work, and limit the amount of design and detailing required during construction or required by the Construction

Contractor, to those items specifically enumerated in the CONSULTANT's proposal and incorporated into this contract. CONSULTANT shall provide performance specifications and specific examples of material, products, fixtures and equipment that meet the performance specification. CONSULTANT shall neatly list all submittals required in the construction documents, organized in reasonable categories, on a spreadsheet, indicating: the item, the estimated quantity, estimated cost, at least one acceptable manufacturer or material supplier, and references to the item mentioned in the contract documents, other pertinent comments or information.

Generally, systems or products that are proprietary, licensed, or require periodic payments for continued use, are not acceptable. Exceptions may be allowed for certain software and other items, where CONSULTANT has provided reasonable information that indicates the use is necessary and cost-effective to the City.

16. All work shall be done in an electronic format, appropriate to the work product, including (AutoCAD) drawings, plans, elevations, sections, diagrams, details, etc., (Word) specifications, reports, and other narrative, (PowerPoint) presentations, (Excel) Spreadsheets, (Primavera or Project) schedules, and other appropriate digital electronic formats. Each submittal shall include the digital electronic information on CD, including all files, symbols, libraries, fonts or other information needed to view and print the digital data, as well as a hard (Mylar or paper) copy.

B) Estimate of Probable Construction Cost:

Consultant shall be responsible to design the PROJECT to the approved construction budget. The CONSULTANT shall provide an Estimate of Probable Construction Cost at every major design submittal, to demonstrate the design is within the approved construction budget.

SECTION 2: SCOPE OF WORK

The Consultants' scope of services for this PROJECT shall include all necessary design elements for these new and renovated facilities. The Consultant shall provide in-house personnel or subconsultants to perform the services described below and in this AGREEMENT, including but not necessarily limited to:

- Pump Station Design
- Vibration Design
- Security design
- Civil Engineering
- Code Compliance and associated documentation
- Cost Estimating
- Data and Voice Cable design
- Electrical Engineering Design
- Environmental/energy conservation Design

- Fire Protection Design
- Geotechnical Engineering
- Land surveying
- Lighting Design
- Mechanical Engineering Design
- Hydraulic Modeling
- Plumbing Design
- Structural Design and Calculations
- Technology integration (Controls), SCADA Future Provisions.

TASK #1: CONCEPTUAL DESIGN PHASE

- 1.1 CONSULTANT shall conduct soils borings and prepare a geotechnical report for the design of the project and structural seismic design. Consultant shall review the site geotechnical report and topographical survey with the City.
- 1.2 CONSULTANT to prepare Team Meeting organizational meeting to introduce team members, establish PROJECT communication, discuss participants' roles, responsibilities, and authority with the CITY.
- 1.3 CONSULTANT to review and identify any site related discrepancies from the survey reports and other site reports that might affect the PROJECT.
- 1.4 CONSULTANT to review the recommended reports, memorandums sketches, documents and provide a written report acknowledging this review has been performed and to identify any design issues or opportunities.
- 1.5 CONSULTANT shall meet with the City's personal and consultants regarding operation and maintenance issues and needs and address how the design will complement and incorporate these needs.
- 1.6 CONSULTANT to meet with CITY Engineering departments to confirm local agencies requirements.
- 1.7 CONSULTANT shall tour the site with City staff and conduct a tour for City staff of at least 2 Local Sewage Pump Stations that the Consultant and CITY mutually identifies, in order to include desirable elements and avoid undesirable elements in the design where possible.
- 1.8 CONSULTANT to review program and confirm budgets and schedule requirements and provide a written report to confirm these documents, for the City's consideration.
- 1.9 CONSULTANT to prepare Team Meeting to review and confirm site analysis studies and test options of the design alternatives with the CITY.
- 1.10 CONSULTANT to prepare a functionality and proposed design report describing the proposed operational needs, how the proposed design meets those needs and a base line level of service. This report shall establish parameters in which the finished product will be evaluated against.

- 1.11 CONSULTANT to prepare at least two conceptual site plan alternatives.
- 1.12 CONSULTANT to prepare pre-schematic site plan diagrams, and three-dimensional study models, for mechanical alternatives.
- 1.13 CONSULTANT to prepare a Team Meeting and present alternatives models, and site plan diagrams for review, with the CITY to select a preferred alternative for refinement.
- 1.14 CONSULTANT to test by modeling and refine project parameters for the operational requirements
- 1.15 CONSULTANT to revise and finalize CITY'S selected alternative.
- 1.16 CONSULTANT to prepare Team Meeting, and present final site plan design for review and approval to the CITY.

TASK #2: FUNCTIONALITY AND OPERATION REPORT PHASE

- 2.1 CONSULTANT to prepare Team Meeting to present the conceptual plan alternatives.
- 2.2 CONSULTANT to refine Schematic Plan based on meeting and other review comments.
- 2.3 CONSULTANT to do preliminary code compliance review per CITY Engineering Departments requirements.
- 2.4 CONSULTANT to prepare Functionality and Operation Report package and statement of probable construction cost.
- 2.5 CONSULTANT shall provide all services necessary for the preparation of Functionality and Operation Report documentation for review and approval by the CITY. Said Schematic documentation shall be based on the CITY approved conceptual design and shall be of sufficient scope and detail to fix and describe the size and character of the PROJECT.
- 2.6 Functionality and Operation Report documentation services to be provided by CONSULTANT shall include, but not be limited to, the following:
 - a. Engineering design/documentation services, including development of all Functionality and Operation Report documents necessary to establish the final scope, relationships, forms, size, appearance and cost of the PROJECT.
 - b. The Functionality and Operation Report Documents shall include scale drawings for the following:
 - the site plan with on-site and off-site work information.
 - preliminary building site plans depicting the area and configuration requirements for new structures and demonstrating the solution for pedestrian & vehicular access and adjacency requirements;
 - c. The Functionality and Operation Report Documents shall include study models, hydraulic models, perspective sketches, electronic modeling or combinations of these media.

- d. The Functionality and Operation Report Documents shall describe preliminary alternatives for materials, finishes, systems and products including an evaluation of their life cycle cost, durability.
 - e. The Functionality and Operation Report Documents shall describe preliminary selections of major building systems and construction materials.
 - f. The Functionality and Operation Report Documents shall indicate site improvements including landscaping, delivery routes and location and layout of parking for employees, city vehicles and visitors, deliveries,.
 - g. The Functionality and Operation Report Documents shall include schematic engineering design recommendations consisting of preliminary written statements of design criteria for civil, structural, mechanical, plumbing, electrical, fire protection, lighting, security and data/telecom systems. For each discipline, these statements shall include, but not be limited to: building design and/or code requirements, identification of preliminary design loads and performance criteria.
- 2.7 Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities.
- 2.8 Coordination of major Mechanical, Electrical, Plumbing and Information Technology Systems and building structure. Resolve conflicts between these and any other elements:
- a. Specification services, including development of preliminary outline project specific specifications and preparation of necessary design documents consistent with CITY standard specifications and details and the City contract boilerplate.
 - b. The CONSULTANT shall be allowed to identify bid alternates, as they deem necessary to enhance the possibility that actual costs shall agree with the statement of probable construction cost.
 - c. CONSULTANT shall submit one (1) electronic digital set, one (1) set of Reproducible, and twelve (12) copies of each phase of Functionality and Operation Report Documents for the CITY.
 - d. CONSULTANT shall carefully review and respond to the comments of CITY.
- 2.9 CONSULTANT shall address all review comments and revise Functionality and Operation Report Documents as required by the CITY.
- 2.10 CONSULTANT shall attend one value engineering session lasting up to eight (8) hours with Consultant's cost estimator, the CITY and its' representatives and Consultant's major subconsultant disciplines.
- 2.11 CONSULTANT shall prepare Team Meeting to present 50% Functionality and Operation Report package for review.
- 2.12 CONSULTANT to finalize Functionality and Operation Report package incorporating comments from the Value Engineering session.

- 2.13 CONSULTANT shall prepare and attend Team Meeting to review and approve 100% Functionality and Operation Report Package.
- 2.14 CONSULTANT to prepare and present the Functionality and Operation Report package to the Building, Engineering, Operations and Maintenance departments Subcommittee Meeting, to the City Council Meeting, and to at least one community meeting, as directed by the City.

TASK #3: DESIGN DEVELOPMENT PHASES

- 3.1 CONSULTANT shall coordinate and manage its subconsultants throughout the design development phase and coordinate with the City, City's representatives and key departments, including but not limited to CITY'S Engineering, Fire, Operation and Maintenance Engineering & Information Services staff.
- 3.2 CONSULTANT shall attend at least one meeting with the Milpitas City Council and/or other committees for coordination of this project.
- 3.3 CONSULTANT shall prepare design development documents as specified in section 3.9 "Deliverables" based on refinement and further development of the approved Functionality and Operation Report, including preliminary layouts, and equipment selections.
- 3.4 CONSULTANT shall attend Team Meeting, and Subcommittee Meeting, and present 50% design development package for review and approval by the CITY.
- 3.5 CONSULTANT shall refine design development plans based on comments received from CITY.
- 3.6 CONSULTANT shall coordinate meetings with Engineering, Operation and Maintenance & Fire Department to review plans.
- 3.7 CONSULTANT shall finalize design development package as noted in Section 3.9.
- 3.8 CONSULTANT shall attend Team Meeting, Subcommittee Meeting, and City Council Meeting to present 100% design development package for review and approval by the CITY.
- 3.9 Deliverables:
 - a. Design Development package that illustrates and describes the refinement of the design of the Project, establishing the scope, relationship, forms, size and appearance of the Project by means of plans, building and structural sections, exterior elevations, typical construction details, equipment layouts.
 - b. Site plans and floor plans for all major disciplines.
 - c. Preliminary floor and site layout plan.
 - d. Preliminary finish, materials and equipment schedules.
 - e. CONSULTANT shall submit one set of electronic digital documents, one set of Reproducibles and twelve copies of each Design Development packages (excluding models) at the 60% and 90% completion of Design Development for review by the CITY.

- f. Outline specifications: Specification shall identify the major materials and systems and shall establish their general quality levels.
- g. Details and specification shall be consistent with the Construction Specifications Institute (CSI) format.
- h. Engineering documents shall include single line diagrams describing structural, mechanical, plumbing, telecommunications, security and electrical systems.
- i. Principal interior and exterior elevations showing preliminary locations of all electrical and mechanical controls as well as life-safety devices for coordination with furniture layout.
- j. Cost estimate: CONSULTANT shall submit estimate of Probable Construction cost in coordination with the CITY'S Construction Management consultant for review by CITY and it's consultants.
- k. Consultant shall prepare and attend a Team meeting, to review the cost estimate and to confirm that the design is still within the City-approved construction budget. Should the design not be within the budget, Consultant shall revise the design as required and approved by the City to bring the design within the approved budget. The City may retain an independent cost consultant, to assist in determining the cost estimate of the design.
- l. Consultant shall prepare design development documents consisting of at least but not limited to the following drawings:
 - Vicinity Map
 - Access and Security control
 - Civil Plans, Detailed New Site Plan
 - Building Elevations
 - Building Sections
 - Building Details
 - Exterior Elevation Plans
 - Mechanical Equipment plan
 - Cost Estimate
 - Demolition, (Selected) Plans, as necessary
 - Electrical Plans
 - Electrical Room Details
 - Foundation Plan
 - Foundation / Wet Well sections and details
 - Fire Sprinkler Plans
 - HVAC System Plans
 - Interior Elevations
 - Landscape/Irrigation Design

- Mechanical Plans
- Mechanical Details
- Project Design Schedule
- Wet Well Plans
- Wet Well Details
- Pump Lifting structure
- Structural Plans
- Specifications
- Submittals list
- Telecommunications and data layout and details
- Temporary Shoring and Temporary Facilities Plans
- Voice and Data Design
- Hydraulic Model

TASK #4: CONSTRUCTION DOCUMENTS:

- 4.1 CONSULTANT shall coordinate and manage sub consultants throughout construction documents phase.
- 4.2 CONSULTANT shall refine and further develop the approved Design Development package based upon CITY'S comments on the 100% Design Development package review.
- 4.3 CONSULTANT shall attend Team Meeting: 30% construction documents presentation.
- 4.4 CONSULTANT shall prepare 60% construction documents package, with CITY'S comments from the 30% package incorporated.
- 4.5 CONSULTANT shall attend Team Meeting: Review documents and finalize materials and finishes with CITY.
- 4.6 CONSULTANT shall prepare 90% construction documents package, with CITY'S comments from the 60% package incorporated, and cost estimate.
- 4.7 CONSULTANT to coordinate with CITY'S Engineering, Maintenance and Operations, Fire and IT departments staff.
- 4.8 CONSULTANT shall attend Team Meeting: Present 90% construction documents package to CITY for review and approval.
- 4.9 CONSULTANT to complete construction documents package for Engineering and Fire department plan check review and permitting. Consultant shall submit permitted plans to the Engineering Department for Bidding.
- 4.10 CONSULTANT shall attend Team Meeting: Present 100% construction documents package, with CITY'S comments from the 90% package incorporated.

- 4.11 CONSULTANT shall prepare the 100% Construction documents package with final quality control review from CITY and Engineering Department back check corrections.
- 4.12 CONSULTANT shall make a formal presentation of the design along with the engineer's estimate to the Subcommittee Meeting and City Council Meeting for Plan approval,
- 4.13 Deliverables:
- a. The CONSULTANT shall provide a Construction Documents package based on the approved Design Development Documents, CITY reviews, and updated budget for the Cost of the Work. The Construction Documents shall not be submitted until the design is within the approved construction budget. The Construction Documents packages shall set forth in detail the requirements for construction of the project. The Construction Documents package shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
 - b. Construction Documents package shall include drawings and specifications from all disciplines, executed to a level of detail appropriate for open public bidding. They should include plans overlaying for future layout as necessary, elevations reflecting relationships between above and below ground existing and future facilities affecting their placement and operation. Site improvements shall include all details necessary to coordinate and properly locate structures, utilities, electrical ducts, driveways, roadways, at-grade parking, curbs and gutters, landscape, irrigation and hardscape design.
 - c. During the development of the Construction Document package, the CONSULTANT shall prepare the Project Manual that includes the Conditions of the Contract for Construction, Specifications, and bidding requirements and sample forms furnished by the CITY.
 - d. CONSULTANT shall submit one set of electronic digital documents, one set of Reproducible and twelve copies of Functionality and Operation Report, 30%, 60%, 90% completion of Construction Documents for review and approval by the CITY and for bidding. A full size Mylar set, wet stamped by all the appropriate licensed design disciplines along with electronic copies of drawings and specifications are required for bidding CONSULTANT shall include detailed technical specifications, which are coordinated with the plans and all the design disciplines. The technical specifications shall also accurately reflect the design plans for all the design disciplines.
 - e. CONSULTANT shall provide final estimate of probable construction costs with the 100% complete construction documents.
 - f. CONSULTANT shall provide, if necessary and, as directed by the CITY, bid alternates to ensure the Project stays within 5% above or below the construction estimate amount.
- 4.14 One or more "Independent Checks" of the plans, specifications and bid documents may be performed by an independent party commissioned by the City prior to advertising for construction bids. CONSULTANT shall incorporate any revisions or comments from these reviews in the final

bid documents. These checks may include architectural peer reviews and/or constructability reviews. These independent checks are to be performed strictly for the benefit of the City, and they shall not relieve the CONSULTANT from its obligations under this Agreement, including but not limited to its obligation to provide a complete and accurate set of plans, specifications and bid documents. The City is not obligated to perform any independent check, and the CONSULTANT shall not rely upon it for any quality or quantitative check or review.

TASK #5: BIDDING AND AWARD:

- 5.1 CONSULTANT shall assist CITY during bid solicitation process.
- 5.2 CONSULTANT shall prepare one reproducible bid package for CITY, and will make available to the CITY an electronic version of the Construction Documents.
- 5.3 CONSULTANT shall provide bid phase services, as requested by the CITY, through award of the Contract for Construction for the following:
 - a. Responses to bidders' inquiries.
 - b. Preparation of addenda.
 - c. Attendance at one (1) pre-bid meeting.
 - d. Evaluation of bids.
- 5.4 Deliverables:
 - a. One (1) reproducible 100% Construction Documents package revised with
- 5.5 CITY'S reviews and plan check, including Engineering, Operation and Maintenance, Fire Department and IT Department ready for Bid, Award, and Construction.

TASK #6: CONSTRUCTION ADMINISTRATION:

- 6.1 CONSULTANT shall coordinate all of its construction administration services with CITY'S construction management, who will be responsible for the management of the construction project. The CONSULTANT shall provide administrative services as set forth below and pursuant to the General Conditions of the Contract to be awarded by CITY for construction of the project.
- 6.2 CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction to the construction contractor and terminates at the conclusion of the warranty/guarantee periods for the contractor's work.
- 6.3 CONSULTANT shall be a representative of and shall advise and consult with the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have the authority to act on behalf of the CITY only to the extent provided in this Agreement or any properly executed amendment to this Agreement. CONSULTANT's services are for the sole benefit of CITY. During all communications and other services being provided under this

Agreement, Consultant shall be the City's representative and fully represent the City's interests against the interests of others (including Consultant and its subconsultants).

- 6.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.5 CONSULTANT shall review all requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information ("RFI") about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.6 Consultant shall respond in writing to all RFI's within 10 calendar days, and if the RFI requires a quicker response due to the RFI's effect on the construction, then the City's Project Manager shall designate an earlier deadline for response (but no sooner than 36 hours after the RFI is delivered or faxed to Consultant) and Consultant shall timely respond. For each calendar day that Consultant fails to timely respond to an RFI, Consultant shall owe \$1,000 per day to the City as liquidated damages for the costs to the City caused by the delay in response; the City shall have the right to withhold any such liquidated damages from any payments to Consultant.
- 6.7 If deemed appropriate by the CONSULTANT and upon CITY'S approval, the CONSULTANT shall on the CITY'S behalf, prepare, reproduce and distribute supplemental specific Drawings or Specifications in response to requests for information by the Contractor. If the Consultant's response to an RFI leads to inconsistencies with, and/or errors or omissions in, other parts of the design, plans and/or specifications, then Consultant shall refer to those inconsistencies in the RFI response. Should the number of RFI responses be high enough that it would likely lead to confusion or misunderstanding by the contractor, then City may require Consultant to prepare updated plans and/or specifications that incorporate the RFI responses and eliminate the inconsistencies, errors and omissions at no extra cost to the City.
- 6.8 CONSULTANT shall interpret matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made to CITY in writing within the time limits agreed upon or otherwise with reasonable promptness. Upon CITY'S approval, CONSULTANT shall deliver the response to the Contractor.
- 6.9 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents. However, the CITY shall make the final determination regarding all such matters.
- 6.10 CONSULTANT shall visit the site at intervals appropriate to the stage of the Contractor's operations and coordinate visits with the CITY'S Construction Management consultant, or as

otherwise agreed by the CITY, and the CONSULTANT in Section 6.16, paragraph A, subsection 2 of this Exhibit in order:

- a. To become generally familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed.
- b. To notify the CITY of observed defects and deficiencies in the Work, and,
- c. To determine in general if the visually observable Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

6.11 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

6.12 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.13 The CONSULTANT shall advise the CITY if the CONSULTANT identifies work that does not conform to the Contract Documents.

6.14 SUBMITTALS:

- a. The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Mock Ups and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay to the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time to permit adequate review. CONSULTANT'S review and action on such submittals shall not relieve or diminish the Contractor's primary responsibility.
- b. The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- c. If in the event that professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.15 CHANGE ORDERS:

- a. The CONSULTANT shall assist the CITY'S Project Manger in the preparation of Change Orders and Construction Change Directives for the CITY'S approval and execution in accordance with the Contract Documents. If necessary, the CONSULTANT shall prepare, submit to CITY for approval, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in this Section 6.15, Paragraph B.
 - b. The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract price or time of completion. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable recommendation to CITY without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSUL T ANT may recommend to the CITY that the requested change be denied.
 - c. If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those changes into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.
 - d. The CONSULTANT shall maintain all records relative to changes in the Work.
- 6.16 Upon completion, CONSULTANT shall provide copies of the updated electronic documents to the Contractor, who will use their record documents to incorporate all modifications to the as-built documents per this Agreement.
- 6.17 SCHEDULE OF SERVICES:
- a. CONSULTANT shall provide the following Design and Contract Administration services, and any services beyond the following services shall be designated as Additional Services for which CONSULTANT shall be paid according to Sections 2.4 and 2.9 of the Agreement:
 - Up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal to the Contractor.
 - Up to 110 visits to the site (assuming a minimum of one per week) by the CONSULTANT over the duration of the Project during construction. CONSULTANT will visit the site to

observe portions of the Work to determine whether such portions of the Work are substantially complete in accordance with the requirements of the Contract Documents. CONSULTANT shall visit the site an additional ten (10) times to prepare and track the punch list, and to determine final completion.

- Up to one (1) additional site visit for observation for any portion of the Work to determine final completion, and the provision of punch list items once Contractor, with approval of the CITY, has determined the Project is completed.

b. The following Design and Contract Administration Services, requested by CITY, shall be provided by the CONSULTANT as an Additional Service:

- Evaluation of a number of modifications submitted by the CITY;
- Evaluation of substitutions proposed by the CITY and making subsequent revisions.

6.18 PROJECT COMPLETION:

- a. The CONSULTANT shall conduct observations to determine the actual date of final completion; shall receive from the Contractor, and forward to the CITY for the CITY'S review and records, written warranties, operations and maintenance manuals, as-built documents, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a Final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.
- b. The CONSULTANT'S observation for Final Completion shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents package and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- c. During CONSULTANT's observations for determination of Final Completion, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.19 FACILITY OPERATION SERVICES:

- a. The CONSULTANT shall request that the Contractor and its designated subcontractors meet with the CITY or the CITY'S Designated Representative before occupancy to review the facility operation services, such as HVAC, electrical and any other building systems. The CONSULTANT and its subconsultants shall attend the meeting.
- b. The CONSULTANT shall provide an Operations and Maintenance Manual explaining in detail how to properly operate the facility. This manual shall go into detail each operation of the new facility and describe proper operation and maintenance of all systems involved

with the operation of the facility. This shall include but not be limited to mechanical, PLC's, electrical, HVAC, odor control, motor control systems, wet well level indicators and sensors, safety, irrigation and security systems. This operation and maintenance manual shall be based on Consultants design but shall include as built information supplied by contractor. This manual shall be supplied to City prior to start up and include a presentation (4hrs) to staff to explain in detail its workings. The manual would be able to be understood by untrained staff in the event the normal personnel are not available.

- c. CONSULTANT shall provide, with the operations manual, an approved repair and replacement parts and approved support vendors list for the equipment utilized in the new project.

TASK #7: RECORD DOCUMENTS AND PROJECT CLOSE-OUT:

- 7.1 CONSULTANT shall review contractor-supplied operation and maintenance manuals and provide copies to City where necessary, i.e. pumps, controls, PLC's, fire alarm and telemetry, recording devices, etc. With CONSULTANT'S review of operation and maintenance manuals CONSULTANT endorses contractor provided manuals as accurate and correct.
- 7.2 CONSULTANT shall review contractor warranties.
- 7.3 CONSULTANT shall prepare specifications to require that the Contractor prepare record documents throughout the Project construction, and prepare as-built drawings and specifications based on record field construction documents package. Prior to acceptance of the Project by the City, CONSULTANT shall review for accuracy and completeness the contractor's as-built drawings and specifications, and shall return them to contractor for revision if they are not accurate and complete. Once approved by CONSULTANT as complete and accurate, then the CONSULTANT shall prepare and sign the Record Drawings in the appropriate area and submit both a hard copy on mylar and an electronic copy on Compact Disc (CD) to the City within 25 days.
- 7.4 Prior to the expiration of each of the contractor's warranties and guarantees, CONSULTANT shall perform a comprehensive review of the work subject to each warranty and guarantee. CONSULTANT shall timely report any defective materials or workmanship to the City so that the City may make timely demand to the contractor to repair the defects.

SECTION 3: ESTIMATE OF CONSTRUCTION COST:

A. CONSULTANT is responsible for designing to the City's construction budget. The City's construction budget shall be generally within the Cost Plan established in the Building Program and shall be discussed at the pre-proposal conference. Consultant shall provide their statement of construction cost with each review submittal (at the end of Functionality and Operation Report, at design development and at the end of construction documents (90% and 100 %CD's). The City may use an independent cost consultant as a sole resource to the City. Designer shall not proceed further until each design submittal's cost estimate is within the City's Construction budget, and reconciled to the City's independent cost estimates.

Consultant acknowledges that it is in a significantly better position than the City, to estimate the cost of the actual construction to be paid by the City to the contractor and others, because the CONSULTANT is a member of, is familiar with, and has regularly worked within the construction industry, and therefore Consultant will provide these estimating services and be held accountable for the estimate, as described below. The "Construction Budget" for the Project is the amount available for the bid of the lowest responsible and responsive bidder plus a 10% contingency for change orders. Likewise, the Consultant's estimate of "construction cost" for the Project shall be based on the estimated bid of the lowest responsible and responsive bidder plus a 10% contingency for change orders.

B. The City shall discuss the Construction Budget at the pre-proposal conference. Any and all estimates submitted by Consultant shall be reasonable and be sufficiently detailed to allow critical review by the City for reasonableness.

C. As the design process progresses, CONSULTANT shall update and refine the estimated construction cost as required in Section 2-"Basic Services" of this Exhibit. CONSULTANT shall advise the CITY of the reason for any adjustments to the previous estimated construction cost.

D. Should the any estimate of construction costs submitted by Consultant exceed the Construction Budget, CONSULTANT shall at the same time submit, without additional cost to CITY, reasonable alternative approaches to the design and construction of the Project (including scope and quality) that will reduce the construction costs to be equal or less than the Construction Budget. Consultant shall include estimated construction costs for each alternate approach. If the City adopts one or more of the alternate approaches, then CONSULTANT shall make the adopted changes and provide a revised estimated construction cost based on the revised design. If the City does not timely choose to adopt sufficient alternate approaches to reduce the estimate of construction costs to, or below, the Construction Budget AND the City does not timely direct Consultant to develop other alternate approaches, then the Construction Budget shall be deemed to have increased to the Consultant's estimate of construction costs.

- E. At the same time as, or prior to, submission of the 100% complete construction documents, Consultant shall submit in writing its final estimate of construction cost that is equal to or less than the Construction Budget. The construction documents will not be complete until such a final estimate is submitted.
- D. If bids for the Project are not opened within 90 days after the CONSULTANT submits the final estimate of construction cost, then the estimate of construction cost may be reasonably adjusted by the City to reflect any changes in the general level of prices in the construction industry between these two dates: (a) 90 days after the Consultant submits the final estimate, and (b) the date that bids are opened.
- E. If, at the time that the bids on the construction documents are opened, the sum of the bid of the lowest responsible and responsive bidder, exceeds the estimated construction cost by 10% or more, the consultant shall revise the design to reduce the construction costs;
- F. If the CITY chooses to proceed under Paragraph E. above, the CONSULTANT, without additional compensation, shall modify the construction documents for which the CONSULTANT is responsible under this Agreement as much as necessary to meet the CITY'S Construction Budget.

SECTION 4: ADDITIONAL MISCELLANEOUS REQUIREMENTS:

Consultant's Use of Subcontractors:

If the Consultant intends on using subconsultants or subcontractors to perform work associated with this contract within the City's Right of Way, the Consultant shall ensure any subconsultant/subcontractor they utilize for work specified under this agreement are appropriately licensed and bonded for the work involved. Use of unlicensed contractors is prohibited. The Consultant shall submit copies of all licenses for proposed subconsultants/subcontractors to be used.

Project Plan and Specification Preparation:

The Consultant shall prepare Project Plans using the City's Standard Title Block to be located at the bottom right of each Plan sheet. Final signed plans shall be completed using Mylar. Project Specifications shall be prepared using the City's standard front end document – Sections A, B, C, D. The City also has several Technical Specification Sections (E) which are also standard which may be used. Consultant is responsible to provide project specific specifications, which are up to date with current construction practices and

regulations. Specifications shall be created in conformance with the State of California Department of Transportation Division of Construction guidelines. Specifications shall be in CSI format. The construction schedule shall be specified in Calendar Days.

Storm Water Pollution Prevention and Erosion Control:

Consultants shall ensure their project design is compliant with latest City, State, and Federal Storm Water Pollution Prevention and Erosion Control guidelines, and ensure the design can be constructed in conformance with these guidelines.

Quality Control/Quality Assurance (QC/QA):

In addition to the standard of care described in this Agreement, including but not limited to Section 1.2, the Consultant shall prepare plans, specifications, estimates, calculations, and other documents with the highest level of quality, free of technical and grammatical errors. Consultant shall implement and maintain the following minimum quality control procedures during the preparation of plans, specifications, estimates, calculations and all other documents relating to this project:

QC/QA program in effect for the duration of this contract;

Design and calculations are independently checked, corrected and backchecked by the CONSULTANT;

When different disciplines are involved, means to assure that conflicts and misalignments do not exist;

QC/QA program shall provide for review and assurance of complete coordination and compatibility between the plans, specifications and estimated quantities;

QC program shall include field reviews and review of all pertinent materials to assure compatibility of design with existing facilities.

City reviews of these documents shall not be considered part of the QC/QA program, but only intended to be for review of scope and to coordinate with other departments, QC/QA, compatibility, workable design and constructability of the design is the Consultants sole responsibility;

Project Meetings:

Consultant is advised that the number and nature of meetings described below and elsewhere in this agreement, are intended to provide a minimum level of meeting attendance required. Additional non-City Council meetings may be required through the course of the design and construction process. City Council meetings are held at 7pm on the first and third Tuesday of every month. All meeting attendance, participation and related costs shall be incorporated in the total cost of the Consultant's fee. The Consultant is required to attend weekly project design management meetings to report on project progress and coordination with other project elements. During construction, the Consultant is required to attend, assist, consult, provide clarification and resolve construction problems related to the design, plans and/or specifications, at weekly construction coordination meetings.